

1 D.1. The City of Burbank shall be solely responsible for
2 performing all of the Work required by Subparts A.3, A.4 and A.5
3 of this Section, subject to reimbursement by Lockheed (in an
4 amount not to exceed \$200,000) as provided in Section XII
5 (Financial Assurance and Trust Accounts); and Lockheed shall be
6 solely responsible for performing all other Work required by this
7 Decree.

8 2. Lockheed and the City agree to coordinate performance of
9 their respective portions of the Work with each other to ac-
10 complish the timely and satisfactory completion of all of the
11 Work.

12 3. EPA presently intends to seek to have the tasks
13 described in Subpart B of this Section performed through enforce-
14 ment actions or judicial settlements with potentially responsible
15 parties ("PRPs"). These PRPs may consist of or include the Set-
16 tling Defendants, pursuant to the reservation of EPA's enforce-
17 ment authority in Subparts C and/or D of Section XVII
18 (Reservation and Waiver of Rights), except insofar as EPA has
19 agreed pursuant to Subpart D.2 of that Section not to pursue
20 Weber or the City. If (a) person(s) other than the Settling
21 Defendants perform(s) any of the tasks described in Subpart B,
22 Lockheed and the City agree to coordinate performance of their
23 respective portions of the Work with any tasks being performed by
24 any other person(s) to accomplish the timely and satisfactory
25 completion of the Work and the tasks described in Subpart B of
26 this Section. Nothing in this Section shall preclude the United
27 States from instituting proceedings in this action or in a new

1 action or issuing an order, pursuant to the reservations in Sub-
2 parts C and/or D of Section XVII (Reservation and Waiver of
3 Rights), seeking to compel Lockheed to perform the tasks
4 described in Subpart B of this Section.

5 E. The Work shall be implemented, subject to EPA oversight
6 and approval, pursuant to the schedule contained in and in accor-
7 dance with the requirements of this Decree, the Statement of Work
8 attached hereto as Appendix D and any schedule approved pursuant
9 to these documents, which provides for the Work and the tasks
10 described in Subpart B of this Section to be performed in the
11 following phases:

12 1. During phase one, all facilities necessary to extract,
13 treat and deliver 6,000 gpm of treated and disinfected
14 groundwater to the blending facilities, 9,000 gpm of blending
15 water to the blending facilities, and 18,000 gpm of blended water
16 to the Point of Water System Introduction, to accept and blend
17 the treated water and to monitor performance of the foregoing
18 facilities shall be designed and constructed. These facilities
19 shall be operated and maintained from the System Operation Date
20 for phase one until the System Operation Date for phase two, ex-
21 cept insofar as the Statement of Work permits otherwise.

22 2. During phase two, all facilities necessary to extract,
23 treat and deliver an additional 3,000 gpm of treated and disin-
24 fected groundwater to the blending facilities, to reinject
25 treated groundwater which is not accepted by the City (such rein-
26 jection capacity to consist of 5,500 gpm, unless EPA decides that
27 more reinjection capacity is needed, pursuant to the provisions

1 in the Statement of Work) and to monitor performance of the new
2 facilities, shall be designed and constructed. These facilities,
3 and the facilities from phase one, shall be operated and main-
4 tained from the System Operation Date for phase two until the
5 System Operation Date for phase three, except insofar as the
6 Statement of Work permits otherwise.

7 3. During phase three, all facilities necessary to extract,
8 treat and reinject an additional 3,000 gpm of treated groundwater
9 and to monitor performance of the new facilities, shall be
10 designed and constructed. If EPA has determined, pursuant to the
11 provisions of the Statement of Work, that more than an additional
12 3,000 gpm of reinjection facilities are needed, such facilities
13 shall also be constructed during phase three. All phase three
14 facilities, and the facilities from phases one and two, shall be
15 operated and maintained for a period of two years from the System
16 Operation Date for phase three, except insofar as the Statement
17 of Work permits otherwise; provided, however, that (1) if there
18 is a suspension of the operation of the extraction and treatment
19 system (including but not limited to any allowed by the Statement
20 of Work), the time period of such suspension shall not be in-
21 cluded in computing the two-year period during which all of the
22 phase one, two and three facilities must be operated and (2) if
23 the extraction, treatment and/or reinjection facilities are
24 operating but are not meeting the standards required by Subpart G
25 for such activities, the period of operation during which such
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standards are not met shall not be included in computing the two-year period during which all of the phase one, two and three facilities must be operated.

F. This Subpart contains nonsignificant modifications to the remedy selected in the ROD and ESD. Settling Work Defendants agree to comply with the requirements of this Subpart in implementing the remedy, and also agree that these requirements constitute part of the Work.

1. Lockheed may discharge extracted water to any offsite conveyance(s) leading to a Publicly Owned Treatment Works ("POTW") or to any offsite conveyance(s) leading to any water(s) of the United States for a period of up to thirty (30) (not necessarily consecutive) days between the System Operation Date for any phase and sixty days after that System Operation Date, provided that the following requirements are met:

a. All substantive and procedural requirements applicable to such discharge at the time of such discharge shall be met, including any limits on the quantity of water to be discharged;

b. The total combined amount of any discharge(s) of extracted water to any offsite conveyance(s) leading to any POTW(s) at any time shall not exceed 6,000 gpm; and

c. The total combined amount of extracted water discharged to any offsite conveyance(s) leading to any POTW(s) and to any offsite conveyance(s) leading to any water(s) of the United States at any time shall not exceed 12,000 gpm.

1 2. Lockheed may discharge extracted water to any offsite
2 conveyance(s) leading to any Publicly Owned Treatment Works
3 ("POTW") or to any offsite conveyance(s) leading to any water(s)
4 of the United States for a period of up to five (not necessarily
5 consecutive) days during any month other than the sixty days fol-
6 lowing each phase's System Operation Date, if the water is not
7 accepted by the City and cannot be reinjected, provided that the
8 requirements of Subparts F.1.a through F.1.c of this Section are
9 met for such discharge. Nothing in this Subpart shall excuse
10 Lockheed from stipulated penalties for failure to comply with any
11 other requirements of this Decree, including but not limited to
12 the requirement to construct reinjection capacity as required by
13 this Decree.

14 3. Lockheed may discharge development and purge water from
15 wells to any offsite conveyance(s) leading to a Publicly Owned
16 Treatment Works ("POTW") or to any offsite conveyance(s) leading
17 to any water(s) of the United States, provided that any such dis-
18 charge is in compliance with all substantive and procedural re-
19 quirements applicable to such discharge at the time of such dis-
20 charge. Water discharged pursuant to this Subpart F.3 shall not
21 be included in the limits on the amount of water allowed to be
22 discharged pursuant to Subparts F.1.b, F.1.c and F.2 of this Sec-
23 tion.

24 4. Any water containing hazardous constituents and stored
25 onsite for more than ninety days shall be handled as a hazardous
26 waste onsite. Such storage shall be accomplished in compliance
27 with the substantive requirements of 40 C.F.R. Part 264, Subparts

1 I and J, and 22 California Code of Regulations, Chapter 30, Ar-
2 ticle 24 ("Use and Management of Containers") and Article 25
3 ("Tank Systems"). These requirements are applicable or relevant
4 and appropriate requirements for the Remedial Action Work.

5 5. With respect to requirements for the operation of the
6 groundwater Treatment Plant's VOC-stripper (i.e., air stripper
7 with vapor phase granulated activated carbon absorption units
8 and/or steam stripper), South Coast Air Quality Management Dis-
9 trict ("SCAQMD") Rule 1167 was rescinded in December of 1988 and
10 Settling Work Defendants are not required to comply with this
11 Rule despite any other language in this Decree. Furthermore,
12 some of the regulations cited in the ROD have been changed by the
13 SCAQMD. The only requirements of the SCAQMD that Lockheed is re-
14 quired to comply with in performing Work onsite are the substan-
15 tive requirements of the following applicable or relevant and ap-
16 propriate requirements for the groundwater Treatment Plant (i.e.,
17 air stripper with vapor phase granulated activated carbon ("GAC")
18 absorption units and/or steam stripper):

19 a. SCAQMD Regulation XIII, as amended through June 28,
20 1990; and

21 b. SCAQMD Rule 1401, as adopted on June 1, 1990.

22 G. The Work to be performed shall, at a minimum, achieve
23 the following standards during system operation:

24 1. All groundwater to be extracted shall be treated by
25 Lockheed to a level that does not exceed drinking water standards
26 (other than the MCL for nitrate), including secondary drinking
27

1 water standards, in effect at the time of the extraction,
2 provided that such standards were promulgated by EPA or the State
3 on or before January 31, 1991. These drinking water
4 standards include, but are not limited to, the following chemi-
5 cals and MCLs:

6 Chemical

MCL

7 PCE

5.0 micrograms/liter

8 TCE

5.0 micrograms/liter

9 2. All extracted groundwater reinjected by Lockheed shall
10 meet the following requirements:

11 a. Compliance with RCRA Section 3020;

12 b. All drinking water standards (other than the MCL for
13 nitrate) in effect at the time of such reinjection,
14 provided such standards were promulgated by EPA or the
15 State on or before January 31, 1991; and

16 c. Nitrate levels that comply with the Los Angeles River
17 Basin Plan, including the State Water Resources Control
18 Board Resolution No. 68-16, "Statement of Policy with
19 Respect to Maintaining High Quality of Waters in
20 California." See Los Angeles River Basin Plan 4B,
21 Chapter 4, Pages I-4-2 to I-4-3.

22 3. All treated groundwater that is accepted at the Point of
23 Delivery shall be disinfected and then blended by the City to
24 meet all legal requirements for introduction of the blended water
25 into the City's water supply system, including, but not limited
26 to, the MCL for nitrate.

1 4. In order to prevent any reduction in the overflow eleva-
2 tion (high water level) of the Valley Forebay Facility, Lockheed
3 shall provide treated groundwater at pressure sufficient to
4 enable its physical movement from the Point of Delivery to the
5 Valley Forebay Facility.

6 5. In extracting groundwater in the amounts required by
7 this Decree, Lockheed shall extract from the most VOC-
8 contaminated zones of the aquifer.

9 6. Lockheed shall design, construct, operate and maintain
10 the facilities it is required to design, construct, operate and
11 maintain in such a way as to ensure that delivery of water to the
12 Point of Delivery that does not meet the drinking water standards
13 promulgated and in effect on the date of delivery (other than the
14 MCL for nitrate), regardless of when any such standards were
15 promulgated, shall result in the immediate, and, in all cases
16 where possible, automatic shut-down of the groundwater Treatment
17 Plant and water delivery system. Such a shut-down shall not, in
18 and of itself, release Lockheed from any other requirement of
19 this Decree and specifically shall not, in and of itself, affect
20 the requirement that Lockheed pay stipulated penalties for
21 failure to deliver water to the Point of Delivery in the amounts
22 and of the quality required by this Decree.

23 H.1. The City shall accept all treated groundwater provided
24 by Lockheed at the Point of Delivery which satisfies the treat-
25 ment standards established by Subpart G of this Section up to an
26 amount which, when blended with the blending water, will meet the
27 City's Monthly Average Minimum Day Water Demand (as defined in

1 the Statement of Work) without resulting in a nitrate concentra-
2 tion in the blended water that exceeds the promulgated MCL for
3 nitrate in effect at that time; provided however that, in order
4 to maximize the City's use of treated groundwater while providing
5 a margin of safety in achieving compliance with the MCL for
6 nitrate, the City shall be deemed to be in compliance with this
7 Subpart if it:

8 a. Maximizes the use of blended water to meet the City's
9 Monthly Average Minimum Day Water Demand and the level of nitrate
10 in the blended water is between sixty-seven percent (67%) and
11 eighty-nine percent (89%) of the promulgated MCL for nitrate that
12 is in effect at the time of the blending at all times when the
13 nitrate level in the treated groundwater supplied by Lockheed ex-
14 ceeds sixty-seven percent (67%) of the MCL for nitrate promul-
15 gated and in effect at the time the water is delivered to the
16 City, and

17 b. Maximizes the use of unblended treated groundwater sup-
18 plied by Lockheed to meet the City's Average Minimum Day Water
19 Demand at all times when the nitrate level in the treated
20 groundwater is below sixty-seven percent (67%) of the promulgated
21 MCL for nitrate in effect at the time the water is delivered to
22 the City.

23 2. Notwithstanding the requirements of Subpart H.1 of this
24 Section, the City shall not be charged a stipulated penalty for
25 failure to meet a nitrate level specified in that Subpart unless
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1 the nitrate concentrations of the blended water exceed the
2 promulgated MCL for nitrate in effect at the time of the blend-
3 ing.

4 3. The acceptance of water by the City shall consist of en-
5 suring the physical movement of treated water which is delivered
6 to the Point of Delivery to the first measurable point beyond the
7 Point of Delivery.

8 4. Lockheed shall extract, treat and deliver groundwater to
9 the City at the Point of Delivery that satisfies the treatment
10 standards established by Subpart G of this Section in an amount
11 which satisfies the requirements of Subpart E of this Section, as
12 limited by the amount of water the City is required to accept
13 pursuant to Subpart H.1 of this Section. Lockheed shall extract,
14 treat and reinject or discharge, in compliance with Subparts F
15 and G of this Section, additional groundwater such that the total
16 amount of water extracted, treated and then delivered to the
17 City, reinjected or discharged equals or exceeds the level of
18 groundwater extraction and treatment Lockheed is required, pur-
19 suant to Subpart E, to accomplish during the applicable phase.

20 I.1. If Lockheed is not delivering treated groundwater to
21 the Point of Delivery which meets the promulgated drinking water
22 standards, including primary and secondary drinking water stan-
23 dards, in effect at the time the water is delivered (other than
24 the MCL for nitrate), the City shall not be obligated to meet the
25 operation requirements of Subpart A.4 and A.5 of this Section.

26 2. Lockheed shall not be obligated to meet the requirements
27 of Subpart H.4 of this Section if:

1 a. The City is not accepting treated groundwater at the
2 Point of Delivery which it is required to take from Lockheed by
3 Subpart H.1 of this Section; or

4 b. A new drinking water standard is promulgated after
5 January 31, 1991, EPA has identified such standard as applicable
6 or relevant and appropriate for the treated groundwater and
7 necessary to protect public health or the environment and such
8 standard cannot be met without modifying the facilities to be
9 constructed pursuant to Subpart A of this Section or changing
10 their operation;

11 J. Commencing on the System Operation Date for phase one of
12 the Work, Lockheed shall, at a minimum, sample and analyze the
13 treated groundwater from the groundwater Treatment Plant no less
14 often than weekly using EPA Method 502.2 or an alternative method
15 approved by EPA in writing. Lockheed shall also perform all sam-
16 pling and analysis it is required to perform pursuant to the
17 Statement of Work. For purposes of this Consent Decree, a given
18 sample of treated groundwater shall be considered representative
19 of treated groundwater from the groundwater Treatment Plant from
20 the time the given sample was taken until the time at which the
21 next sample is taken; provided, however, that a given sample of
22 treated groundwater shall only be considered representative for
23 times during which the groundwater Treatment Plant is operating.

24 K. The Work shall be performed in accordance with the
25 Decree, including the terms, standards and specifications set
26 forth in this Section, in the Statement of Work and in any
27 deliverables approved by EPA pursuant to such documents.

1 L. None of the Settling Parties has agreed, pursuant to
2 this Decree, to decommission or dismantle the blending facility
3 or groundwater Treatment Plant to be constructed as part of the
4 Work, and this Decree shall not be construed as an agreement by
5 any Settling Party to perform such actions.

6 M.1. The onsite Remedial Action Work, as designed, shall
7 meet the substantive standards of all "applicable requirements"
8 and "relevant and appropriate requirements," as those terms are
9 defined in CERCLA Section 121(d), 42 U.S.C. § 9621 (d) and 40
10 C.F.R. § 300.6, that are identified in the ROD as modified by the
11 ESD and Subpart F of this Section.

12 2. If any new requirement(s) are promulgated or any
13 requirement(s) promulgated on or before January 31, 1991 are
14 changed at any time after this Consent Decree is signed, EPA
15 shall determine (pursuant to 40 C.F.R. § 300.430(f)(1)(ii)(b)(1))
16 whether or not the requirements(s) are (a) applicable or relevant
17 and appropriate, and (b) necessary to ensure that the remedy is
18 protective of human health and the environment. For any
19 requirement(s) that EPA determines meet both criteria, EPA will
20 seek to negotiate with Settling Defendants to amend the Consent
21 Decree (including the Statement of Work) to ensure that the Work
22 will comply with the new or changed requirement(s). However, in
23 signing this Consent Decree, Settling Defendants have not agreed
24 to meet any such new or changed requirement(s). EPA reserves the
25 right to stop performance of the Work if Settling Defendants do
26 not agree to meet such new or changed requirement(s). If EPA
27 stops the Work pursuant to this Section, Lockheed and the City